UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re:	Chapter 7
Eugene E. Durrly ,	Case No. 21-04021
Debtor.	Judge Goldgar Lake
Altra Federal Credit Union,	Lake
Plaintiff,	
v.	Adv. No.
Eugene E. Durrly,	
Defendant.)

COMPLAINT TO DETERMINE DISCHARGEABILITY OF A DEBT OWED TO ALTRA FEDERAL CREDIT UNION AND TO DENY DISCHARGE

NOW COMES Altra Federal Credit Union, the "Credit Union," by and through its attorneys Kerry Trunkett, David Lipschutz and Caroline Hasten of Trunkett & Trunkett, P.C., for its Complaint against Eugene E. Durrly, the "Defendant," brought pursuant to 11 U.S.C. \$\\$523(a)(2)(A), (a)(6) and \$\\$727(a)(2), (a)(4)(A) of the United States Bankruptcy Code, states as follows:

JURISDICTION

- 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334 and Internal Operating Procedure 15(d) of the United States District Court for the Northern District of Illinois.
- 2. This is a core proceeding brought pursuant to 28 U.S.C. §157(b)(2)(I) and brought as an adversary proceeding under Federal Rule of Bankruptcy Procedure 7001.

3. This is a claim for relief brought pursuant to 11 U.S.C. §§523(a)(2)(A), (a)(6) and §§727(a)(2), (a)(4)(A).

BACKGROUND FACTS

- 4. The Credit Union is a non-profit, member owned financial institution with its primary place of business in Wisconsin.
- 5. Eugene E. Durrly, (the "Defendant") is an individual with a home address listed as 1819 Park Ave., #2, North Chicago, Illinois 60064.
- 6. The Credit Union is a party in interest as a creditor of the Defendant arising from a retail installment contract (the "Vehicle Loan") entered into on or about March 1, 2019. The purpose of the Vehicle Loan was for the Defendant to purchase a 2011 BMW 5 Series VIN WBAFR7C50BC601262 (the "Vehicle"). A copy of the Vehicle Loan agreement is attached hereto as Exhibit A.
- 7. The Credit Union financed \$18,756.54 for the Defendant to purchase the Vehicle. The Defendant was to make monthly payments of \$397.62 on or before the last day of each month beginning May 30, 2019.
- 8. The Vehicle Loan is secured by a lien on the title of the Vehicle. A copy of the Vehicle's electronic title is attached hereto as Exhibit B.
- 9. The Defendant never made a payment to the Credit Union pursuant to the terms of the Vehicle Loan and failed to retain insurance.
- 10. The Credit Union made several attempts to contact the Defendant to inform him he had defaulted on the Vehicle Loan.
 - 11. The Defendant never responded to the Credit Union's attempts to contact him.

- 12. Due to the default and lack of communication from the Defendant, beginning in August 2019, the Credit Union was actively searching for the Vehicle using a repossession company.
- 13. On or about August 31, 2019, the repossession company made contact with the Defendant but the Defendant refused to disclose the location of the Vehicle and refused to provide any information to the repossession company.
- 14. For several more months, the Defendant did not respond to the Credit Union's attempts to contact or to recover the Vehicle.
- 15. Throughout the Credit Union's attempt to recover the collateral, the Defendant provided contradictory information as to the location and condition of the Vehicle.
- 16. During this time, using the license plate information of the Vehicle, the repossession company could see someone was driving the Vehicle.
 - 17. On several occasions, the Credit Union asked the Defendant to file a police report.
 - 18. The Defendant did not file a police report.
- 19. In March 2020, the Defendant told the Credit Union that the car was towed, however, the car was still being driven in early 2020.
- 20. On March 27, 2021, the Defendant voluntarily filed for relief under Chapter 7 of the United States Bankruptcy Code.
- 21. At the time of the bankruptcy filing, the balance due on the Vehicle Loan was \$21,769.54. A true and correct copy of the transaction history for the Vehicle Loan is attached hereto as Exhibit C.
- 22. At the time of the bankruptcy filing, the Vehicle had a value of \$11,075.00. Attached hereto as Exhibit D is a true and correct copy of the Vehicle's NADA valuation.

- 23. The Credit Union paused repossession efforts once the Defendant filed his bankruptcy case.
 - 24. The Defendant did not list the Vehicle on his sworn bankruptcy schedules.
- 25. On April 23, 2021, this court entered an order modifying the stay as to the Vehicle so that the Credit Union could continue its attempts to recover the Vehicle.
- 26. As of the date of filing this Complaint, the Credit Union is unable to find the Vehicle to mitigate its losses.

COUNT I: CLAIM FOR RELIEF PURSUANT TO 11 U.S.C. §523(a)(2)(A)

- 27. The Credit Union repeats paragraphs 1 through 26 as paragraph 27.
- 28. On or about March 1, 2019, the Defendant applied for and received an extension of credit to finance the purchase of the Vehicle.
- 29. The Defendant agreed to make timely monthly payments pursuant to the terms of the Vehicle Loan. The Defendant agreed to maintain the Vehicle and retain adequate insurance on the Vehicle. See Exhibit A.
- 30. At the time, the Defendant knew he would not make the payments pursuant to the Vehicle Loan.
- 31. The Credit Union relied on the Defendant's promise to repay the Vehicle Loan, to maintain the Vehicle, and to retain insurance when it provided the financing for the Defendant to purchase the Vehicle.
- 32. The Defendant failed to make a single payment on the Vehicle Loan, failed to maintain the Vehicle and failed to insure the Vehicle.
- 33. There was no change in circumstance between the time the Defendant applied for the loan and the date he defaulted on the terms of the loan.

- 34. The Defendant refused to cooperate with the Credit Union when they tried to find the Vehicle to mitigate the damages of the defaulted loan.
 - 35. Upon information and belief, the Defendant gave the Vehicle to a third party.
- 36. The Credit Union has suffered damages as it does not have the Vehicle and the Defendant seeks to discharge the loan.
- 37. The Defendant knows that the Vehicle is the collateral for the Vehicle Loan that will be discharged upon completion of the Chapter 7 bankruptcy case.

WHEREFORE, Altra Federal Credit Union respectfully requests that this Court find the debt owed to the Credit Union non-dischargeable pursuant to 11 U.S.C. §§523(a)(2(A) and enter judgment in the amount of \$21,764.54 plus interest, costs and attorneys' fees and for further relief as this Court deems just.

COUNT II: CLAIM FOR RELIEF PURSUANT TO 11 U.S.C. §523(a)(6)

- 38. The Credit Union repeats paragraphs 1 through 37 as paragraph 38.
- 39. The Defendant entered into a Vehicle Loan agreement with the Credit Union and failed to make a single payment on the Vehicle Loan.
 - 40. The Defendant has failed to turn the Vehicle over to the Credit Union.
- 41. The Defendant made false statements to the Credit Union regarding the whereabouts of the Vehicle.
 - 42. The Defendant failed to insure the Vehicle.
- 43. Upon information and belief, the Defendant gave the Vehicle to a third person and refuses to turn the Vehicle over to the Credit Union.
- 44. The Defendant willfully and wrongfully transferred the Vehicle to a third person to the detriment of the Credit Union.

- 45. As of the date of filing this Complaint, the Defendant has refused to turn over the Vehicle to the Credit Union.
- 46. The Defendant knows that the Vehicle is the collateral for the Vehicle Loan that will be discharged upon completion of the Chapter 7 bankruptcy case.

WHEREFORE, Altra Federal Credit Union respectfully requests that this Court find the debt owed to the Credit Union non-dischargeable pursuant to 11 U.S.C. §§523(a)(6) and enter judgment in the amount of \$21,764.54 plus interest, costs and attorneys' fees and for further relief as this Court deems just.

COUNT III: CLAIM FOR RELIEF PURSUANT TO 11 U.S.C. §727(a)(2)

- 47. The Credit Union repeats paragraphs 1 through 46 as paragraph 47.
- 48. The Defendant actively seeks to conceal the Vehicle from repossession with the intent to hinder, delay and defraud the Credit Union's right to recover its collateral.
- 49. From May 2019 through the bankruptcy filing, the Defendant avoided the Credit Union when it attempted to contact him regarding the location of the collateral, provided false information, and failed to file a police report to the detriment of the Credit Union's collateral.
- 50. As of the date of filing this Complaint, the Defendant has refused to turn over the Vehicle to the Credit Union.
- 51. The Credit Union continues to incur costs of repossession, attorney's fees for the Vehicle that continues to depreciate, which has been caused by the Defendant's failure to disclose the correct location of the Vehicle or make arrangements for the surrender of the Vehicle.

WHEREFORE, Altra Federal Credit Union respectfully requests that this Court enter an order against the Defendant denying discharge and for further relief as this Court deems just.

56925 Durrly Complaint

COUNT IV: CLAIM FOR RELIEF PURSUANT TO 11 U.S.C. §727(a)(4)(A)

52. The Credit Union repeats paragraphs 1 through 51 as paragraph 52.

53. On March 2, 2021, the Defendant filed a sworn Petition and Schedules with the

United States Bankruptcy Court.

54. The Defendant's Schedule A/B declares that he has no ownership or equitable

interest in any vehicle.

55. The Defendant's Statement of Financial Affairs declares that he has not sold or

transferred any property to anyone in the previous two years.

56. The Defendant failed to disclose an asset, a 1999 Infiniti Q45, which is registered

to the Defendant.

The Defendant failed to disclose another asset, a Cadillac that he had possession of 57.

in 2020.

WHEREFORE, Altra Federal Credit Union respectfully requests that this Court enter an

order against the Defendant denying discharge and for further relief as this Court deems just.

Respectfully submitted, Altra Federal Credit Union

TRUNKETT & TRUNKETT, P.C.

20 N. Wacker Drive, Suite 1434 Chicago, IL 60606

312.324.3101

Kerry Trunkett: 6188221 Caroline Hasten: 6316656

Caroline Hasten, One of Its Attorneys

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MOTOR VEHICLE CONSUMER SIMPLE INTEREST INSTALLMENT SALE

Roxes Checked Are Applicable. Boxes Not Checked Are Inapplicable AND SECURITY AGREEMENT (Do Not Use For A Residential Diverting)

(d) WARNING: Unless an amount appears on fine (f)(3) of Section 2, insurance coverage hereunder is not public liability insurance and does not protect the driver of the vehicle from liability for damages resulting from negSpent use of the vehicle.

[Prepaid Finance Charge Not Included]
CONSUMER
W.B.A. 431S(B) (1/8/18)

policy or certificate of insurance. Credit Life Insurance \$

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I want credit He insurance.

XN/A

(Direct Self Answership)

Personn Rando Association 2011

1. CREDIT SALE ASSCREEMENT

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I want credit accident and sickness insurance.

RISURED

XN/A

EXHIBIT A

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B. ADDITIONAL PROVISIONS

(a) Maintenance of Collateral. I shall maintain the Collateral in good condition and repair and not permit its value to be impaired, keep it free from all liens (a) Maintenance of Collateral. I shall mentals the Collateral in good conduct and repair and not permit by value to be impassed, keep in feet normal fluids, encumbrances and sociarly interests prior in right to those of Seller; defend it against all claims and legal proceedings by prossed other than Seller; defend it against all claims and legal proceedings by prossed other than Seller; pay and distributed in this Agreement of the light of the process except as specifically authorized in this Agreement or in variing by the Selfer; and not permit it to be used in violation of any applicative fluid, and proceedings of the violation of which could result in loss of or damage to any Collateral or impartment of the instrumes on it. Loss of or damage to the Collateral shall not release me from any of the Chlegistoria.

(b) Insurance, If the Collateral in it a value of \$800 or more, and the amount financed (excessive of insurance charges) is \$900 or more, I shall keep all Collateral.

(b) Insurance, if this Collateral is if a salas of \$800 or more, and the amount financed (exclusive of insurance charges) is \$900 or more, I shall keep all Collateral and Sellar's interval in it, insured for all risks of physical damage to or loss of the Collateral treat process. Agreement and any resizens, exclusions of a under policies with such provisions, for such ancures the more than the value of the Collateral or the eggregate custemedrap between of the Obligations, whichever is less) and by such insurers as shall be reasonably subfactory to Sellar from three to time 1 shall funds satisfactory evidence of the Obligations, whichever is less) and by such insurers as shall be reasonably subfactory to Sellar funds to the other sellar substances of the insurance agent or instainer through which such insurances is obtained by my. I assign (and treed any insure to pay) to Sellar the proceeds of all such insurance and any premium related and individual Sellar to enclose on my name any instrument for such proposition or referreds and, of the option of Sellar to explore year of the such proposition of the Collateral, relatingly any excess to me. Sellar is appropriate in the process of any extend of solution of the Collateral control of the Collatera

(c) Inspection of Collateral. Seller is authorized to exemple the Collateral wherever located at any reasonable lines or times; and it shall sesist in making any

such hispochen.

(d) Maintenance of Security Interests. To the education of prohibition by Eric I shall play all exponences and, upon request, distort any document send as easily an exponence and distorted by Seter to preserve the Cottabled of the establish, exidence, distortions and maintening remainty of, partical continual perfected, formands and control of the control of the

- Abfilty to Pay 1 shall not take any action or parms any exent to occur which neglectally import by Jabhy to pay any of the Collegations when the payment is any surely of the Obligations does changes maintail elated or deminds or bescenes insolvent of the solved of benchruptey or office insolvenery proceedings.
 (g) Default. Upon the occurrence of any one or more of the following Events of Default.
 (1) Payments, (i) if the interval between scheduled payments is 2 months or tase, to have outstanding an amount exceeding one fell payment which has remained unpiled for more than 10 days other ties due dates or the failure to pay the first or lost payment which has remained unpiled for more than 10 days other ties due dates for the failure to pay the first or lost payment which has remained unpiled for more than 2 more than 2 months, to now all or any part of one scheduled payment which has remained unpiled for more from 10 days after its due date, or (ii) the failure to pay me only scheduled payment which has remained unpiled for more from 10 days after its due date, or (ii) the failure to pay me only scheduled payment which has remained unpiled for more from 10 days after its due date, or (iii) the failure materially imported to a contraction, whose or protection of or Selfer's right in any Cottateal or materially unpairs my object to pay any of the Obligations when due; or.
 (2) Nonparformance 1. Made a material fails estatement in my credit application to Selfer that proceeded this Agreement it is characteristic to the self-payment in the self-payment with respect to such rights and remained set of debath provided by application to Selfer that proceeded this Agreement.
 (4) Acceleration. Each Obligation as to which an Event of Default has occurred shall, at the option of Selfer and without further notice or demand, become immediately payable unless notice to me and any opportunity to one is required by \$425.000 to Selfer and without further notice or d

 - Collateral

 (5) Assembling Collateral. After Selan has the right to possession of Collateral, Seller may require moto assemble the Collateral and to make it available to Seller at a place designated by Seller which is releasenably convenient to both parties.

 (7) Notice of Disposition, Notice, when required by law, mailed to rise at least 10 calendar days (counting the day of mailing) before the date of a proposed disposition of the Collateral is researcable notice.

 (8) Expenses and Application of Proceeds. Seller may recover from me and the proceeds of deposition any expenses fecuned in taking possession, holding, preparing for disposition and disposition of the Collateral, including reasonable attorneys fees and court costs, to the extent not profibilited by the Visconate Consumer Act, if applicable, Seller is under no obligations to clean up or otherwise prepare the Collateral for sale. After deduction of allowed expenses, Seller shall apply the proceeds of disposition to the Obligations in such order and amounts as it elects, subject to the Wisconair Consumer Act, if amplicable and Act, if applicable, and

(a) Walver, Selter may waive any default without visiving any other subsequent or prior distabliby me.

(b) Walver, Selter may waive any default without visiving any other subsequent or prior distabliby me.

(in) Partial Prepayments, Partial prepayments shall be applied by Selter or its assignee to the payment of unpaid principal owed on this Agreement at the time of the partial prepayment and all remaining scheduled payments due under it is Agreement shall continue to be paid when due, unless I instruct Selter or its assignee.

(i) Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal faxes of Wisconsin, (i) Interpretation. The vasisity construction and enforcement of this Agreement are governed by the internal taxs of Wisconsin, except that incovery of Collateral is becaute at the lame of recovery the extent authorized by \$412.2016; Mis. State. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code and the Wisconsin Consumer Act. All inferences in this Agreement to sections of the Wisconsin Statutes are to those sections as they may be returnibened from time to time. Unless otherwise required by the Wisconsin Consumer Act, invalidity or unenforceability of any provision of this Agreement shall not affect the validity of enforceability of any other provisions. If the Military Lending Act, 10 U.S.C. 987, and its implementing regulations, 32 C.F.B. part 232, as amended or renumbered from time to time ("MLA Law"), are applicable to this transaction, and Customer is a Covered Bornovier under MLA Law, all, or any part of any provision(s) in this Agreement or in any other document. This provision is not to the control of the provision of the part of the provision of

severed shall remain in full force and effect.

(i) Miscellanceus: Validated ideoting in public yunder this Agreement, Setar may, without notice, grant recovers or extensions, accept partial payments, release or impair any occurry intenset of ten in collateral security for the Octopations or sense not to see any party labels on this Agreement. Presentment, protest, demand and notice of dishoner are warved it achievabledge that Setar has not made any representations or warrantees with respect to, and that Setar does not assume any responsibility to me to, the collectability of enforceability of this Agreement or the frenchal condition of any of us. Each of us has indeprecionly determined the ediscrebility and enforceability of the Agreement Link Agreement is mended by Setar and mp as a final expression of his Agreement and as a complete and arburate ratherent of the intensity that collectability and enforceability of the Agreement is made a set of the Agreement and as a complete and arburate ratherent of its intensity that the collectability of the Agreement and the Agreement and the Agreement and the collectability of the Agreement and the agreement and the collectability of the Agreemen

(k) Defenses Against Assignce.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(i) TELEPHONE MONITORING AND CALLING: I agree Seller or its assignee may monitor and record selephone calls regarding my account to assure the quality of service provided by Selter or its assignee. In order for Selter or its assignee to service my account or to collect any amounts I may owe, and subject to applicable law. I agree that Seller or its assignee may from time to time make calls and send lext messages to me using perceordes/artificial voice messages or through the use of an automatic dialing device at na disphone number I provide to Selter or its assignee in connection with my account, including a mobile telephone number that could résult in charges to me.

ASSIGNMENT

ler ussigns all rights and interret in this Agmement, Obligations and Collate

- Warranties. Siete causants:

 (a) The Agreement is genome and legisty enformable according to its terms, and no dictor was a minor of incomposent when it was executed.

 (b) All statements contained in the Agreement and the related purchase agreement and impose delivered to Assignee are two and correct, contain no note representation, and constitute the only agreement with respect to the Collaboral Sieter has no notice of any yeather not floatised to Assignee which adopting any debtor's credit in early by the Collaboral to the Collaboral Sieter has no notice of any yeather not floatised to Assignee which adopting any debtor's credit in early in the Collaboral to the Collaboral sieter has no notice of any yeather not floatised to Assignee which adopting any debtor and a significance to a debtor payment of to debtor payment of a borton of the development in a case take than due date of the second sistament, and this amount of any factory or observations are accusably and appearably described in the Agreement.

 (c) The Agreement and transactions and of which it arises comply with a systement least and repulsions. Soilor has portrained or will perform all its obligations.

 (d) At the time of sales Soile had foil authority to all the Collaboral to describe for damy security independs or other encombrance, and the Collaboral has been delivered to any according interest created by the Agreement is the only accounty solved in a consultance on the Collaboral to deliver a first performent in the Collaboral to the only accounty solved in a consultance on the Collaboral to deliver perfection or will perfect a first example by the Agreement is the only accounty solved in a consultance on the Collaboral to deliver a first perfect or a first example by the Agreement is the only accounty solved in a consultance con the Collaboral to deliver a first example of the second to the collaboral to deliver and the second to a second to the collaboral to deliver and the second to a second to the collaboral to deliver and the second to a

- in or security since on the Collateral.
 (e) Within 10 days of delivery of the Collateral to delivery). Settlar perfectes or will perfect a first security intories in the Collateral (and Settler authorities Assigned to the or record any construction, entered to assignments of or to any such filings or perfection documents).
 (f) Settler that soft authority to recipe the Agreement to Assignees, Settler will be addition to the previsions of section (fe) soom take steps Assignee depoints to perfect the security interior contact by the Agreement and to designate Assignee as secured party of record, and Assignee's interest in the Agreement sind, substantiate to any security lateral or other normalistance.
 Authority of Assignee. Assignee may, without notice and without imparting Assignee is right against Settler in the name of Settler or otherwise, take all actions and legal proceedings decreased advisable by Assignee with respect to the Agreement the Obegations or the Collateral, including valleant fertilation, modifying, extending or or compromisering any terms, sechnding or releasing any error of releasing any security in a collateral proceedings.
 Non-Liability of Assignees, Assignee has no duly to perfect pay security interest in the Collateral, to enforce any rights of Settler or to preserve rights under the Agreement of the Obligations of the Collateral.
 Remedies of Assignee. It.

- Remedies of Assignee, If.
 Seller has executed this assignment under A below and if (i) any warranty of Seller is false or breached, or (iii) any claim is made that Assignee has red.

- between suncoused psymena is more time. A disease, to raive as or any port or one sunceded psymena which has been as the fall to observe or perform any of any other coverants or delice contelled in this Agreement it be shiften reade only impairs the consider, value or protection of or Solida's ignificant or a stefally impairs any ability to pay any of the Obligations when dide; or shall have at of the rights and remodes for default provided by application to Solid that proceed this Agreement; and tenders or shall have at of the rights and remodes for default provided by application to Solid that provided the Agreement. With respect to such rights and remodes for default provided by application to Solid that provided the Agreement (With respect to such rights and remodes or default be not one and an opportunity to cure is required by \$425 105. Wis, Stats, and, in that event, such Obligation shall become payable if such default is not outed as provided in that shalle, within 15 colonidar days often making of such reliction to mo.

 (5) Repossession, Unless the Collateral is noticed from Wisconian under \$425.001(5), Wis Stats, abundanced under \$425.007(2), Wis, Stats, or Selfor has perfected its right to take possession of the Collateral connecting of a motor vehicle under \$425.001(10), Wis, Stats, all the opining of the solid provided by the account having on the issue of default before any repossession of the Collateral connecting of a motor vehicle under \$425.00(11), Wis, Stats, provided Selfor has given me, by mail, a notice certaining all of the information required under \$425.00(11)(a), Wis, Stats, provided Selfor has given me, by mail, a notice certaining all of the information required under \$425.00(11)(a), Wis, Stats, provided Selfor has given me, by mail, a notice certaining all of the information required under \$425.00(11)(a), Wis, Stats, provided Selfor has given me, by mail, a notice certaining all of the information required under \$425.00(11)(a), Wis, Stats, provided Selfor has given me, by mail, a no

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(a) Expanses and Application of Proceeds, Salar may recover from no and the proceeds of disposition any expenses incured in taking possession, holding, preparing for disposition and disposition and disposition and disposition and disposition and disposition of the Collateral, including preparing for and court costs, to the extent not prohibited by the Wisconsin Consumer Act, if applicable, Seller is under no obligation to clean up or otherwise prepare the Collateral for sale. After deduction of allowed cypenage. Seller shall apply the proceeds of disposition to the Origination in such order and amounts as if effects, subject to the Wisconsin Consumer. Act, it emplicable; and

(a) Valver, Seller may wave any delault without warring any other subsequent or prior default by nie,
(b) Partial Prepayments. Partial prepayments shall be applied by Seller or its assignce to the payment of expaid principal exed on this Agreement at the time of the partial prepayment and all remaining scheduled payments due order this Agreement shall continue to be paid when due, unless I instruct Selfer or its assignce.

(b) Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin, except that recovery of Cellateral (i) Interpretation. The validay, construction and enlargement of this Agreement are governed by the internal laws of Wessensin, except that recovery of Collateral is noted of the time of recovery to the extent authorized by \$421,20165, We. \$210,60. All terms not otherwise defined have the meanings assigned to them by the Wesconsin Constitute Act. All references in this Agreement to sections of the Wesconsin Constitute Act. All references in this Agreement to exclusing the Wesconsin Constitute Act, invalidity of unproceedibility of any provision of this Agreement shall not affect the validity or enforcescibility of any developmenting regulations, \$2 C.E.R. part 123, as amended or renumbered from time to time (Vinta Caucity), the Wesconsin Constitute Act, invalidity of some first and active the validity or enforcescibility of any other provisions. If the Military Lending Act, 10 U.S.C. 937, and its implementing regulations, \$2 C.E.R. part 123, as amended or renumbered from time to time (*Ma.A.Law*), and any provision(s) in this Agreement or in any other document. On this transaction between Customer and Seller (or Assigneet) or otherwise in favor of Seller, that is deemed to be prohibited by Mi.A.Law, all, or any part of any provision or parts of them that are not exceed shall remain in full force and effect.
All Meesterneous Without approximants, pickets this Agreement. Seller may without notice, great tensents.

severed shall remain in full force and effect.

(f) Miscellaneous, Without affecting my liability inder this Agreement, Selter may, without notice, grent renewals or extensions, accept partial payments, pilease or impair any security interest or ion in collateral security for the Ottopatons or agree not to sue any purp liability on trial Agreement. Procediment, potest, demand- and notice of distinctions are valued. I attended by that Selter has not made any representations or varianties with respect to, and that Selter deal not security to make, the confectability or enforcements of this Agreement or the financial condition of any of us. Each of us has independently delatimised the collaterability and enforcestedly of this Agreement in Agreement of the Agreement of this Agreement and as a final composition of this Agreement and as a complete and section of the trial payment and variable statement of the terms, there being no conditions to the explorement. Agreement this Agreement thing to the supplymented or medical except in within this defendance about the supplymented or medical except in within the sections.

(k) Defenses Against Assignee.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(i) TELEPHONE MONITORING AND CALLING: Lagree Seller or its assignee may morntor and record telephone calls regarding my account to assure the quality of service provided by Seller or its assignee. In order for Seller or its assignee to service my account or to collect any amounts I may one, and subject to applicable law, I agree that Seller or its assignee may from time to fine make calls and send text massages to me using precedural-distillation or revessages or through the use of an automatic distinguished at any telephone number I provide to Seller or its assignee in connection with my account, including a mobile felephone number that could result in charges to me.

ASSIGNMENT

for assigns all rights and areas in this Agreement, Cobgathors and Collutors to Ai

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 (a) The Agreement to genitive and topply enforcestAs according to its terms; and so orbite was a mand of incompressing when it was oscillated.

 (a) The Agreement to genitive and topply enforcestAs according to its terms; and so orbite was a mand of incompressing the incompression in the Agreement and the related powers a speciment and should be designed to Ausgines are true, and charlest, essential mands and obstacted to equally in the Orbitagest the disclosed to the Collegest, should be a first and orbitagest and and not make any advance to deletious, Select has not adapted and will not make any advance to deletious, Select has not adapted and the selected in the selected in the Agreement of the deletion does not a developed and adapted and adapted to deletious, Select has performed an extensive day patient of the developed in the Agreement of the according to the adapted of the selected installation and the agreement of the selected in the Agreement of the adapted of the Agreement of the Agreement of the Orbitage and the Orbitage of the Orbitage and the Orbitage and the Orbitage of the Orbitag

- in or encumbrance on the Celaborat.

 (a) Within 10 days of delivery of the Celaborat or debtane), Seller perfected or will perfect a first instantly interest in this Collaborat and Salter audiorizes Assigned to the or record any continuations, several perfect or assignments of or or any specific perfect of documents).

 (f) Seller have for audiomy to assign this Agreement to Assignment Seller and a addition to the provisional section (Ne) server take steps Assignment requires to perfect the declarity interest created by the Agreement and to describe Assignment as excluding party of records and Assignment in the Agreement for not
- period me accuracy measure crossed by the agreement and to designate Assigned as sectioned party of record, and Assigned inferest in the Agreement is not according to the encumbrance.

 2. Authority of Assigned, Assigned may without review and without imparting Assigned by the agreement Solids, in the name of Select or oftending, rate all actions and legal proceedings deemed advisable by Assigned with espect to the Agreement, the Oldsystems or the Cellateral, activiting without limitation, medifying, exceeding or esimperating any terms, decirating or releasing any person babble or releasing any security.

 3. Non-Unfallity of Assigned. Assigned has no duty to pedical any recordy introducing in the Cellateral, to entorce any rights of Select or to preserve rights under the Agreement or the Oldsgillows spakest prior parties.

4. Remedies of Assignee, it

Remains of Assignee.
 Saffer as excelled this assignment under A below and if (i) any varianty of Sefer is false or brugeled, or bit any claim is made that Assignee has not assignment in good falth as defined in \$422.407, Wei Stats, or
 Sefer as excelled this assignment under B below and if (i) any variantly of Sefer is false or invaded, or (ii) Assignment sections notice of a complaint, claim or observe of debtor approach Sefer or Assignment or Assignment and or observe a debtor approach segment and or observe as the second destroy approach or observed the assignment under C below and if (i) down tasks a payment when does or to purior or restilly breach of any other covariant.

n the Agreement or Obligations or (ii) any community of Seller is tulse or broughlod, or (ii) Asserbey inclosed notice of a complaint, claim or definish reprint

Select or Application.

Select or Application.

Beat Select shall, upon request of Assignee, pay the Assignee field the count unpain (less Assignee's model or defence), plou expenses incurred by Assignee and Select respecting to color or enforce the Agreement and this assignment isolated to provious of any separate writing agreement netween Applications and Select respecting the purchase of the Agreement; and Select indominities and agrees to defend and book Assignee harmons from any loss, liability, penalty, cloud. damage or expense (including teasonaria attorneys less) claimed or incurred by reason thereof or statned or incurred under section 6(4). Upon such psyment Assigner will at the request of Seller, reassign the Agreement to Seller visited monitors or warranties whatever.

A (Without recourse encort as provided in 4(a) above)	B (Whost recourse georpt as provided in 4(b) above) (SEAL) (SEAL)
By	By Yammymmm harris C. (Wah tuli recourse as provided in 4(c) above)
Deted	ByATHYONOPED SCHAFUPE

EXHIBIT B



Electronic Title Copy

Vehicle ID Number

Year

Make

Model

Body Style Lic Plate

Reg Exp

WBAFR7C50BC601262

2011

BMW

AUT

Weight

New/Used

Title Number 19064TJ810011 Odometer 74396

State WI

Date Issued

03-05-2019

Full Name of Owner(s)

DURRLY EUGENE EDWARD 500 E VETERANS ST # 405 TOMAH, WI 546603105

Vehicle Brand(s)

Liens(s)

ALTRA FEDERAL CREDIT UNION [1700 Oak Forest Drive

Onalaska, WI 54650]*

Lien Date: 03-05-2019

ELT Number: 00005686 LTN: LTN190306-22

Odometer Brand(s)

* Information has been supplied by the lienholder, not the state titling agency.

THIS IS NOT A TITLE Document ID: QHUYMK2Y1F

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Eugene E. Durrly 27 Fulton Ave Waukegan IL 60085

EXHIBIT C

----- Transaction History Account Number 03-16-2018 to 04-06-2021

		03-16	5-2018 to 0	4-06-2021		
Description New Loan Disbursement New Loan		Post Date 03-05-2019	Due Date	Balance Type Note Balance	Amount 18766.54	Running Bal 18766.54
Late Charge Assessment	06-09-2019	06-09-2019		Late Charge Balance	10	
Late Charge Assessment	07-10-2019	07-10-2019		Late Charge Balance	10	
Financed Disbursement Force Pl	07-23-2019	07-23-2019		Note Balance CPI Insurance Financed Total	3003 0 -3003	21769.54
Late Charge Assessment	08-09-2019	08-09-2019		Late Charge Balance	10	
Late Charge Assessment	09-09-2019	09-09-2019		Late Charge Balance	10	
Late Charge Assessment	10-10-2019	10-10-2019		Late Charge Balance	10	
Late Charge Assessment	11-09-2019	11-09-2019		Late Charge Balance	10	
Late Charge Assessment	12-10-2019	12-10-2019		Late Charge Balance	10	
Late Charge Assessment	01-09-2020	01-09-2020		Late Charge Balance	10	
Late Charge Assessment	02-09-2020	02-09-2020		Late Charge Balance	10	
Late Charge Assessment	03-10-2020	03-10-2020		Late Charge Balance	10	
Late Charge Assessment	04-09-2020	04-09-2020		Late Charge Balance	10	
Late Charge Assessment	05-10-2020	05-10-2020		Late Charge Balance	10	
Financed Disbursement CPI Insu	06-08-2020	06-08-2020		Note Balance CPI Insurance Financed Total	3003 0 -3003	24772.54
Financed Rebate Receipt CPI In	06-09-2020	06-09-2020		Note Balance CPI Insurance Financed Total	-3003 0 3003	21769.54
Late Charge Waive	06-09-2020	06-09-2020	06-30-2019 07-30-2019 08-30-2019 09-30-2019 10-30-2019 11-30-2019	Late Charge Balance	-10 -10 -10 -10 -10 -10 -10	

Eugene E. Durrly 27 Fulton Ave Waukegan IL 60085

----- Transaction History Account Number

03-16-2018 to 04-06-2021

Description	Eff Date	Post Date	Duo Date	Balance Type	Amount	Running Bal
Description	cii bate	rost bate		Late Charge Balance	-10	Nulli IIIg Dal
				Late Charge Balance	-10	
			03-30-2020	Late Charge Balance	-10	
			04-30-2020	Late Charge Balance	-10	
				Total	120	
Full Charge Off	06-09-2020	06-09-2020		Charge Off Balance	21769.54	
Charge Off Recovery recovery p	06-17-2020	06-17-2020		Note Balance	-5	21764.54
				Charge Off Balance	-5	
				Tota1	-5	



Vehicle Information

EXHIBIT D

Vehicle: 2011 BMW 5 Series Sedan 4D 535i 3.0L I6 Turbo

Region: Midwest

Period: March 27, 2021

VIN: WBAFR7C50BC601262

Mileage: 127,500

Weight: 4,056



NADA Used Cars/Trucks Values

Base Mileage Adj. Option Adj. Adjusted Value

Clean Retail \$11,075 N/A N/A \$11,075